



LAW OFFICES OF  
**SCOTT D. JOHANNESSEN**

TENNESSEE OFFICE:  
BLUECROSS BUILDING  
3200 WEST END AVENUE, SUITE 500  
NASHVILLE, TENNESSEE 37203 USA

CALIFORNIA OFFICE:  
ESQUIRE PLAZA  
1215 K STREET, SUITE 1700  
SACRAMENTO, CALIFORNIA 95814 USA

February 9, 2012

Bank of America Home Loans  
Attention: Alicia Bunton  
P.O. Box 10222  
Van Nuys, CA 91410-0222

Re: *Bank of America Loan No. 147653118*  
*Property Owner: Meridian Venture Partners LLC*  
*Property Address: 15 Cagney Court, Sacramento, CA 95835*  
*Original Borrowers: Scott & Lorrie Johannessen*  
*Originating Lender: Countrywide Home Loans, Inc.*

Dear Ms. Bunton:

Thank you for returning my call. I am [REDACTED] Meridian Venture Partners LLC, a Tennessee limited liability company, Lorrie Johannessen, and myself ("us" or "our") regarding the above-referenced mortgage home loan (the "Mortgage Loan") and residential property (the "Property"). I am writing to you to request specific itemized information about the accounting and servicing of the Mortgage Loan relating to the Property and of my need for understanding and clarification of various charges, credits, debits, transactions, actions, payments, analyses and records related to the servicing of the Mortgage Loan from its inception to the present date.

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of the Mortgage Loan from its inception until the present date. Upon receipt of this letter, please refrain from reporting any negative credit information to any credit reporting agencies until you respond to my requests.

I also request that you conduct your own investigation and audit of the Mortgage Loan account since its inception to validate the debt is accurate to the penny. Please do not rely on previous servicers or originators assurances or indemnity agreements and refuse to conduct a full audit and investigation of the Mortgage Loan account.

I want to insure that my clients have not been the victims of predatory practices. To insure this, I intend to conduct a thorough review, examination, accounting and audit of the Mortgage Loan account. This exam and audit will review the Mortgage Loan file from the date of my initial contact, application and the origination of the Mortgage Loan to the present date.

As such, please treat this letter as a "Qualified Written Request" under the Real Estate Settlement Procedures Act, codified as Section 2605 (e) of Title 12 of the United States Code. As you know, RESPA provides substantial penalties and fines for non-compliance or answers to my questions provided in this letter within sixty (60) days.

PHONE: 877.863.5400 | FAX: 877.863.5401 | E-MAIL: [scott@sdjnet.com](mailto:scott@sdjnet.com) | WEB: [www.sdjnet.com](http://www.sdjnet.com)

Case 3:13-cv-00296 Document 1-1 Filed 04/03/13 Page 206 of 263 PageID #: 246 EXHIBIT B:000001

Case 3:13-cv-00296 Document 46-2 Filed 09/23/13 Page 1 of 12 PageID #: 858  
EXHIBIT B:000001

**Bank of America Home Loans**

**February 10, 2012**

**Page | 2**

In order to conduct this examination and audit, I need to have full and immediate disclosure including copies of all pertinent information regarding the Mortgage Loan. The documents requested and answers to questions are needed by me to insure that the Mortgage Loan:

1. Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to RESPA, HOEPA and other laws;
2. That any sale or transfer of the Mortgage Loan was conducted in accordance with proper laws and was a true sale of the Mortgage Loan;
3. That the claimed holder in due course of the underlying promissory note and deed of trust is holding such note in compliance with state and federal laws and is entitled to the benefits of any and all payments made thereunder;
4. That all appropriate disclosures of terms, costs, commissions, rebates, kickbacks, fees etc. were properly disclosed to us at the inception of the Mortgage Loan;
5. That each servicer and sub-servicer of the Mortgage Loan has serviced the Mortgage Loan in accordance with the terms of the Mortgage Loan, promissory note and/or deed of trust;
6. That each servicer and sub-servicer of the Mortgage Loan has serviced the Mortgage Loan in compliance with local, state and federal statutes, laws and regulations;
7. That the Mortgage Loan has properly been credited, debited, adjusted, amortized and charged correctly;
8. That interest and principal have been properly calculated and applied to the Mortgage Loan;
9. That the principal balance of the Mortgage Loan has been properly calculated and accounted for; and
10. That no charges, fees or expenses, not obligated by us in any agreement, have been charged or assessed to or collected on the Mortgage Loan account;

In order to validate the Mortgage Loan and audit our account, I need copies of pertinent documents to be provided and answers in writing to various servicing questions to be sent to me.

For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on the Mortgage Loan account.

**Bank of America Home Loans**

**February 10, 2012**

**Page | 3**

As such, please send to me, at my Nashville, Tennessee address above, copies of the documents requested below as soon as possible. Please provide me copies of:

1. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to any third party's CPI system, any system by any mortgage servicing software used by you, any servicers, or sub-servicer of the Mortgage Loan account from the inception of the Mortgage Loan to the present date;
2. All descriptions and legends of all codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review the Mortgage Loan account may properly conduct their work;
3. All purchase and sale of mortgage agreements, sale or transfer of servicing rights or other similar agreement related to any assignment, purchase or sale of the Mortgage Loan or servicing rights by you, any broker, affiliate company, parent company, servicers, bank, government sponsored enterprise, sub-servicers, mortgage broker, mortgage banker or any holder of any right related to the Mortgage Loan, promissory note and deed of trust from the inception of the Mortgage Loan to the present date;
4. All prospectus' related to the sale or transfer of our note, deed of trust, mortgage and servicing rights or other similar agreement related to any assignment, purchase or sale of the Mortgage Loan or servicing rights by you, any broker, affiliate company, parent company, servicers, bank, government sponsored enterprise, sub-servicers, mortgage broker, mortgage banker or any holder of any right related to the Mortgage Loan, promissory note and deed of trust from the inception of the Mortgage Loan to the present date;
5. All assignments, transfers, alonges, or other document evidencing a transfer, sale or assignment of the Mortgage Loan, deed of trust, promissory note or other document that secures payment by us to our obligation in this account from the inception of the Mortgage Loan to the present date;
6. All deeds in lieu, modifications to our mortgage, promissory note or deed of trust from the inception of the Mortgage Loan to the present date;
7. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicer of our account for payment of any monthly payment, other payment, escrow charge, fee or expense on our account;
8. All escrow analyses conducted on our account from the inception of the Mortgage Loan until the date of this letter;
9. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on our disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.;

**Bank of America Home Loans**

**February 10, 2012**

**Page | 4**

10. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by us or by others on our account;
11. All letters, statements and documents sent to any of my clients by your company;
12. All letters, statements and documents sent to any of my clients by agents, attorneys or representatives of your company;
13. All letters, statements and documents sent to any of my clients by previous servicers, sub-servicers or others in the Mortgage Loan file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicer, servicer, attorney or other representative of your company;
14. All letters, statements and documents contained in the Mortgage Loan file or imaged by you, any servicer or sub-servicers of the Mortgage Loan from the inception of the Mortgage Loan to the present date;
15. All electronic transfers, assignments, sales of any of my clients' note, mortgage, deed of trust or other security instrument;
16. All copies of property inspection reports, appraisals, Broker's Price Opinions ("BPOs") and reports done on the Property securing and/or collateralizing the Mortgage Loan;
17. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense that has been charged to the Mortgage Loan account from the inception of the Mortgage Loan to the present date;
18. All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense that has been charged to the Mortgage Loan account from the inception of the Mortgage Loan to the present date;
19. All agreements, contracts and understandings with vendors that have been paid for any charge on the Mortgage Loan account from the inception of the Mortgage Loan to the present date;
20. All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of the Mortgage Loan from the inception of the Mortgage Loan until the present date; and
21. All loan servicing transaction records, ledgers, registers and similar items detailing how my loan has been serviced from the from the inception of the Mortgage Loan until the present date.

**Bank of America Home Loans**

**February 10, 2012**

**Page | 5**

Further, in order to conduct the audit and review of my clients' account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of the Mortgage Loan from its inception to the present date. Accordingly, please provide me, in writing, responses to the requests listed below.

**LOAN ACCOUNTING & SERVICING SYSTEMS**

Please identify for me each loan accounting and servicing system used by you and any sub-servicer or previous servicer from the inception of the Mortgage Loan to the present date.

For each loan accounting and servicing system identified by you and any sub-servicer or previous servicer from the inception of the Mortgage Loan to the present date, please provide the name and address of the company or party that designed and sold the system.

For each loan accounting and servicing system used by you and any sub-servicer or previous servicer from the inception of the Mortgage Loan to the present date, please provide the complete transaction code list for each system.

**DEBITS & CREDITS**

In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on our account and the date such credit was posted to our account as well as the date any credit was received.

In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on our account and the date such credit was posted to our account as well as the date any debit was received.

For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize.

For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

**MORTGAGE & ASSIGNMENTS**

Has each sale, transfer or assignment of the Mortgage Loan or promissory note or any other instrument I executed to secure our debt been recorded in the county property records in the county and state in which the Property is located from the inception of our loan to the present date? Yes or No?

If no, why?

Have any sales, transfers or assignments of the Mortgage Loan or promissory note or any other instrument I executed to secure my debt been recorded in any electronic fashion such as MERS or other internal or external system from the inception of the Mortgage Loan to the present date? Yes or No?

If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I executed securing the obligation on the Mortgage Loan that was not recorded in the county records where the

**Bank of America Home Loans**

**February 10, 2012**

**Page | 6**

Property is located.

**ATTORNEY FEES**

For purposes of my questions below dealing with attorney fees, please consider the terms "attorney fees" and "legal fees" to be one in the same.

Have attorney fees ever been assessed to our account from the inception of the Mortgage Loan to the present date?

If yes, please detail each separate assessment of attorney fees to our account from the inception of the Mortgage Loan to the present date and the date of such assessment to our account.

Have attorney fees ever been charged to my account from the inception of the Mortgage Loan to the present date?

If yes, please detail each separate charge of attorney fees to our account from the inception of the Mortgage Loan to the present date and the date of such charge to our account.

Have attorney fees ever been collected from our account from the inception of the Mortgage Loan to the present date?

If yes, please detail each separate collection of attorney fees from our account from the inception of the Mortgage Loan to the present date and the date of such collection from our account.

Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to our account from the inception of the Mortgage Loan to the present date?

Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement any of my clients signed that authorized the assessment or collection of attorney fees.

Please detail and list for me in writing each separate attorney fee assessed to our account and for which corresponding payment period or month such late fee was assessed from the inception of the Mortgage Loan to present date.

Please detail and list for me in writing each separate attorney fee collected from our account and for which corresponding payment period or month such late fee was collected from the inception of the Mortgage Loan to present date.

Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.

Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustments were made and the reasons for such adjustments.

Has interest been charged on any attorney fee assessed or charged to our account? Yes or No?

**Bank of America Home Loans**

**February 10, 2012**

**Page | 7**

Is interest allowed to be assessed or charged on attorney fees charged or assessed to our account?  
Yes or No?

How much in total attorney fees have been assessed to our account from the inception of the Mortgage Loan until present date?

How much in total attorney fees have been collected on our account from the inception of the Mortgage Loan until present date?

**SUSPENSE/UNAPPLIED ACCOUNTS**

For purposes of this section, please treat the term “suspense account” and “unapplied account” as one in the same.

Has there been any suspense or unapplied account transactions on our account from the inception of the Mortgage Loan until present date?

If yes, why? If no, please skip the questions in this section dealing with suspense and unapplied accounts.

In a spreadsheet or in letterform in a columnar format, please detail for me each and every transaction, both debits and credits that has occurred on our account from the inception of the Mortgage Loan until present date?

**LATE FEES**

For purposes of my questions below dealing with late fees, please consider the terms “late fees” and “late charges” to be one in the same.

Have you reported the collection of late fees on our account as interest in any statement to any of my clients? Yes or No?

Has any previous servicer or sub-servicer of my mortgage reported the collection of late fees on our account as interest in any statement to any of my clients? Yes or No?

Do you consider the payment of late fees as liquidated damages to you for not receiving our payment on time? Yes or No?

Are late fees considered interest? Yes or No?

Please detail for me in writing what expenses and damages you incurred for any payment any of my clients made that was late.

Were any of these expenses or damages charged or assessed to our account in any other way? Yes or No?

If yes, please describe what expenses or charges were charged or assessed to our account?

Please describe for me in writing what expenses you or others undertook due to any payment

**Bank of America Home Loans**

**February 10, 2012**

**Page | 8**

either of us made which was late?

Please describe for me in writing what damages you or others undertook due to any payment any of my clients made which was late?

Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement any of my clients signed authorized the assessment or collection of late fees?

Please detail and list for me in writing each separate late fee assessed to our account and for which corresponding payment period or month such late fee was assessed from the inception of the Mortgage Loan to the present date.

Please detail and list for me in writing each separate late fee collected from our account and for which corresponding payment period or month such late fee was collected from the inception of the Mortgage Loan to the present date.

Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.

Please detail and list for me in writing any adjustments in late fees collected and on what date such adjustment was made and the reasons for such adjustment.

Has interest been charged on any late fee assessed or charged to our account? Yes or No?

Is interest allowed to be assessed or charged on late fees charged or assessed to our account? Yes or No?

Have any late charges been assessed to our account? Yes or No?

If yes, how much in total late charges have been assessed to our account from the inception of the Mortgage Loan until present date?

Please provide me with the exact months or payment dates you or other previous servicers of our account claim either of us have been late with a payment from the inception of the Mortgage Loan to the present date.

Have late charges been collected on our account from the inception of the Mortgage Loan until present date? Yes or No?

If yes, how much in total late charges have been collected on our account from the inception of the Mortgage Loan until present date?

**PROPERTY INSPECTIONS**

For purposes of this section “property inspection” and “inspection fee” refer to any inspection of the Property by any source and any related fee or expense charged for such inspection.

**Bank of America Home Loans**

**February 10, 2012**

**Page | 9**

Have any property inspections been conducted on the Property from the inception of the Mortgage Loan until the present date?

If your answer is no, you can skip the rest of these questions in this section concerning property inspections.

If yes, please tell me the date of each property inspection conducted on the Property that is the secured interest for our mortgage, deed or note?

Please tell me the price charged for each property inspection?

Please tell me the date of each property inspection?

Please tell me the name and address of each company and person who conducted each property inspection on the Property?

Please tell me why property inspections were conducted on the Property?

Please tell me how property inspections are beneficial to us.

Please tell me how property inspections are protective of the Property.

Please explain to me your policy on property inspections.

Do you consider the payment of inspection fees as a cost of collection? Yes or No?

If yes, why?

Do you use property inspections to collect debts? Yes or No?

Have you used any portion of the property inspection process on the Property to collect a debt or inform either of us of a debt, payment or obligation we owe?

If yes, please answer when and why?

Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement either of us signed authorized the assessment or collection of property inspection fees?

Have you labeled in any record or document sent to either of us a property inspection as a miscellaneous advance? Yes or No?

If yes, why?

Have you labeled in any record or document sent to either of us a property inspection as a legal fee or attorney fee? Yes or No?

If yes, why?

**Bank of America Home Loans**

**February 10, 2012**

**Page | 10**

Please detail and list for me in writing each separate inspection fee assessed to our account and for which corresponding payment period or month such fee was assessed from the inception of the Mortgage Loan to present date.

Please detail and list for me in writing each separate inspection fee collected from our account and for which corresponding payment period or month such fee was collected from the inception of the Mortgage Loan to present date.

Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.

Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.

Has interest been charged on any inspection fees assessed or charged to our account? Yes or No?

If yes, when and how much was charged?

Is interest allowed to be assessed or charged on inspection fees charged or assessed to our account? Yes or No?

How much in total inspection fees have been assessed to our account from the inception of the Mortgage Loan until present date?

How much in total inspection fee have been collected on our account from the inception of the Mortgage Loan until present date?

**BPO FEES**

Have any BPOs been conducted on the Property?

If yes, please tell me the date of each BPO conducted on the Property that is the secured interest for our mortgage, deed or note?

Please tell me the price of each BPO?

Please tell me who conducted each BPO?

Please tell me why BPOs were conducted on the Property

Please tell me how BPOs are beneficial to either of us.

Please tell me how BPOs are protective of the Property.

Please explain to me your policy on BPOs.

Have any BPO fees been assessed to our account? Yes or No?

If yes, how much in total BPO fees have been assessed to our account?

Have any BPO fees been charged to our account? Yes or No?

If yes, how much in total BPO fees have been charged to our account?

Please tell me specifically what clause, paragraph and sentence in our note, mortgage or deed of trust or any agreement we have executed allows you to assess, charge or collect a BPO fee from us.

### **SERVICING RELATED QUESTIONS**

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question:

In addition, I need the following answers to questions concerning the servicing of the Mortgage Loan account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below:

Did the originator of the Mortgage Loan have any financing agreements or contracts with your company?

Did the originator of the Mortgage Loan have a warehouse loan agreement or contract with your company?

Did the originator of the Mortgage Loan receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering the Mortgage Loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of the Mortgage Loan by your company or any affiliate.

Please identify for me where the originals of our entire loan file are currently located and how they are being stored, kept and protected?

Where is the “original” promissory note or mortgage we signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

Where is the “original” deed of trust we signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

Since the inception of the Mortgage Loan, has there been any assignment of our promissory note or mortgage to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?

Since the inception of the Mortgage Loan, has there been any assignment of our deed of trust to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?

Since the inception of the Mortgage Loan, has there been any sale or assignment of servicing rights to the Mortgage Loan to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment

**Bank of America Home Loans**

**February 10, 2012**

**Page | 12**

or sale.

Since the inception of the Mortgage Loan, has any sub-servicer serviced any portion of the Mortgage Loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced the Mortgage Loan?

Has the Mortgage Loan been made a part of any mortgage pool since the inception of the Mortgage Loan? If yes, please identify for me each and every loan mortgage pool that the Mortgage Loan has been a part of from the inception of the Mortgage Loan to the present date.

Has each and every assignment of the Mortgage Loan or promissory note been recorded in the county land records where the property associated with the Mortgage Loan is located?

Has there been any "electronic" assignment of the Mortgage Loan with MERS or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual,

Have there been any "investors" who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that the Mortgage Loan has ever been a part of from the inception of the Mortgage Loan to the present date? If yes, please identify the name and address of each and every individual, entity, organization or

Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to the Mortgage Loan from its inception to the current date written above.

Please provide me with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to the Mortgage Loan from its inception to the current date written above.

Please provide me with the documents I have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

It is my hope that you can answer my questions, document and validate our debt to the penny and correct and make right any errors uncovered. Of course, should you have any questions regarding the above please do not hesitate to contact me by email, phone or via my Nashville, Tennessee address.

Thank you.

Regards,

Law Offices of Scott D. Johannessen

By: \_\_\_\_\_

Scott D. Johannessen